

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA	)	
	)	
v.	)	CRIMINAL NO. 1:05CR407
	)	
CRAIG J. OLIVER,	)	
	)	
Defendant.	)	

STATEMENT OF FACTS

If this matter had proceeded to trial, the government would establish the following facts beyond a reasonable doubt.

1. Dominion Building and Construction Corp. (hereinafter “Dominion”) and Potomac Building Corp. (hereinafter “Potomac”) were incorporated in Virginia on August 27, 2002. Dominion and Potomac both maintained a business address at 5124 Heritage Lane, Alexandria, Virginia 22311, the residence of Craig J. Oliver (hereinafter “Oliver”), in the Eastern District of Virginia. Dominion and Potomac were managed and run by Craig J. Oliver.

2. Craig J. Oliver also managed, owned and did business as Dominion Building and Construction of VA, Dominion Building and Construction Company of Virginia, Inc., Dominion Building and Construction Company, Dominion Building and Construction Companies and Thomas and Thomas Construction Company Incorporated.

3. Dominion Building and Construction Corp. as well as the other companies owned and managed by defendant, were home renovation businesses which marketed, designed and constructed additions and renovations of homes in Virginia and Maryland.

THE SCHEME ON ITS OBJECTS

4. From in or about August 2002, until in or about February 2005, Oliver devised and intended to devise a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises.

5. The object of the scheme was to permit Oliver to obtain and use funds to which he was not otherwise entitled.

#### MANNER AND MEANS OF THE SCHEME

6. It was part of the scheme and artifice to defraud that Oliver marketed and induced homeowners to enter into home improvement contracts with Dominion Building and Construction Corp., and other companies in defendant's control, by making false, fraudulent and misleading representations.

7. It was further part of the scheme and artifice to defraud that Oliver obtained money from homeowners by falsely and fraudulently representing, among other things, that:

(a) Oliver possessed a contractor's business license which authorized him to build construction projects in Virginia.

(b) Oliver had a partner who maintained a contractor's business license in Virginia.

(c) Dominion Building and Construction Corp. was licensed to do business in Maryland.

(d) Dominion Building and Construction Corp. was an experienced fourth generation construction business.

(e) The home improvement projects would be completed in ninety days.

(f) Subcontractors had been paid for work on the homeowners projects.

(g) As of October 27, 2004, his companies had been ordered by the owners,

directors and officers to cease and desist all operations and that he was resigning as an employee of Dominion.

(h) After October 27, 2004, Dominion Building and Construction was properly licensed and in business.

8. Additionally, to further the scheme, Oliver forged and submitted documents to mislead and make false representations to government licensing agencies as well as to homeowners and subcontractors. Specifically:

(a) Oliver forged the signature of a person, known to the United States Attorney, on an application for a Class A contractor's license and submitted the application to the Department of Professional and Occupational Regulation, Commonwealth of Virginia.

(b) Oliver submitted false income and business information to obtain office space for Dominion Building and Construction Corp.

(c) Oliver represented and showed photographs to homeowners which falsely purported to be completed projects of Dominion Building and Construction to induce homeowners to enter into contracts and make contract payments.

9. Oliver also obtained copies of the construction licenses of three Maryland home improvement companies under false pretenses and used the licenses to falsely induce homeowners in Maryland to sign home renovation contracts with Dominion Building and Construction Corp. Specifically, on March 21, 2003, Oliver sent a facsimile from his office in Alexandria, VA, to Patrick Belzner, owner of Paramount Home Improvements, LLC, in Baltimore, MD. The facsimile was a Joint Venture offer from Dominion which explained that Oliver was expanding the Dominion Business into the state of Maryland. The facsimile falsely stated that Dominion was attempting to become licensed by the Maryland Home Improvement

Commission (MHIC). The Joint Venture proposed that Dominion use Belzner's MHIC license on Dominion projects in the interim. This arrangement was in violation of Maryland law. Oliver agreed to pay Belzner 8% of the Dominion Contract for the use of his license. Oliver requested Belzner provide him with a copy of his MHIC license. Once Oliver had obtained the Paramount Home Improvements LLC MHIC license, Oliver created letterhead, contracts, and business cards to make it appear that the license belonged to Dominion. In June of 2003 Paramount ceased to conduct business. Oliver continued to write contracts in Maryland using the Paramount MHIC well into October of 2003. Belzner was the first of three MHIC license holders to have their licenses and corporate identities fraudulently used by Oliver.

10. Oliver forged the signature of the owner of Roberts Home Improvement on a letter to the Virginia Board of Contractors falsely representing that the business entity known as Roberts Home Improvement had changed its name and address to Dominion Building and Construction Corp.

11. Oliver structured the contract payments from the homeowners, which were induced by false promises and misrepresentations, to ensure that Dominion Building and Construction would receive eighty percent of the agreed contract price in the first few weeks of a project. Oliver inappropriately diverted the money received by the homeowners to his own use and had no intention of completing the projects. In fact, most of the money was paid by homeowners to Dominion by the time a project was framed or under a roof. When most of the money had been paid on a project by a homeowner, Oliver would stop working on the project. Oliver completed the minimum amount of work to collect large payments from homeowners and would then abandon the project.

12. Oliver continued to use false promises and representations to induce homeowners to

make additional payments for work or material which he did not intend to complete or purchase. Oliver produced incomplete and substandard construction work to induce homeowners to make further contract payments.

13. Oliver created the businesses mentioned herein, some of which were shell entities to hide the proceeds of the fraud scheme. Similarly, Oliver used contractors' licenses he was not entitled to use to avoid responsibility for the scheme to defraud.

14. As an example, Shirley Ann Campolieto (hereinafter "Campolieto") of Fairfax, Virginia, within the Eastern District of Virginia, signed a contract with Oliver on October 26, 2003 for a renovation of her home. She had learned of Oliver and Dominion through an Arizona internet site [www.improvenet.com](http://www.improvenet.com). Campolieto informed Oliver that she only had \$80,000 to spend on this project. Oliver made the contract for exactly \$80,000.00. Some construction preparation began in December 2003. Oliver came by in person to collect payments from Campolieto and instructed her to never submit them by mail. The Contract Price and Draw Schedule required money to be paid to Oliver as the project progressed. Between October 26, 2003 and February 23, 2004, Campolieto paid Oliver five payments totaling \$72,000. In February 2004, the only work undertaken was foundation and framing. No work was undertaken on the project between February 2004 and July 2004. In July 2004, a roof was put over the frame. Building inspectors from the city of Fairfax have found the roof and some of the framing will have to be rebuilt because they are not in compliance with the building code. Dominion did not install plumbing fixtures before the concrete slab was poured. To complete her project, the concrete slab must be jack-hammered and repaired. Campolieto paid Dominion \$72,000 of the \$80,000.00 contract price. It will take at least \$72,000.00 to fix the work performed by Oliver and to complete the project.

15. Once Dominion had received 90 percent of the agreed contract price from

Campolieto, Oliver ceased work on her project. Oliver had no intention of ever finishing this project and completed enough work to collect the large draw payments.

16. Seung Paik (hereinafter “Paik”) of Alexandria, Virginia, within the Eastern District of Virginia, contracted with Oliver on a \$137,743 renovation project on August 8, 2004, after being referred by the Arizona internet site [www.improvenet.com](http://www.improvenet.com). Paik was adding a second floor bedroom and bathroom to accommodate a new child. Paik paid \$52,000 to Oliver. Paik paid Oliver \$40,000 on August 8, 2004 and \$12,000 on October 13, 2004. As planned and agreed to by Oliver, the existing heating system in the Paik house was removed prior to the Dominion construction. Paik needed a new heating system installed because his wife was nine months pregnant at the time. Dominion used a subcontractor to install new heating, ventilation and air conditioning. The new heating system was installed by a Dominion HVAC subcontractor but would not work. The HVAC subcontractor refused to return to the Paik project because he had not been paid. Paik had contracted and paid Oliver \$9,000 for the heating system. Oliver persuaded the HVAC contractor to return to the Paik project and fix the heating system and paid him in advance with a check which was not honored by the bank because of insufficient funds. On November 1, 2004, Paik confronted Oliver outside his residence in Alexandria, Virginia. Paik requested his \$52,000 back from Oliver. Oliver told Paik that he wished he knew where the money was. Oliver told Paik that he was still owed money from Dominion. Oliver said that he resigned from Dominion and that Dominion, not Oliver, would have any records associated with Paik’s money. On November 2, 2004, Oliver called Paik and requested another meeting at this residence. Oliver stated that he wanted to help Paik get his money back. Oliver told Paik that it was another company, Thomas & Thomas, and not Oliver who was at fault. Oliver provided Paik with nineteen pages of documents showing that Thomas & Thomas, not Oliver, was the owner of Dominion. These documents were meant to conceal or disguise the nature, the

location, the source, the ownership and the control of the proceeds of this scheme.

17. Mariano Zuniga (hereinafter “Zuniga”) of South Riding, Virginia, within the Eastern District of Virginia, hired Dominion to complete a \$34,743 basement renovation after seeing the Dominion kiosk at the Fair Oaks Mall. Zuniga signed a contract and paid \$10,500 to Oliver on October 1, 2004. Oliver spoke to Zuniga by phone and in person at Zuniga’s home to sell him the contract. Oliver told Zuniga that he was a senior partner in Dominion and that Thomas & Thomas was the same entity as Dominion. Zuniga also had frequent contact with Oliver via email. On September 27, 2004, Oliver sent an email to Zuniga which contained the Dominion contract proposal. On October 25, 2004, Zuniga sent an email to Oliver requesting information on the status of his project. In response, on October 25, 2004, Oliver telephoned Zuniga and told him that the project was late because his architect was sick, possibly with cancer. In a letter from Oliver to Zuniga dated October 27, 2004, sent by email and U.S. mail, Oliver notified Zuniga that he had resigned from Dominion and that as of October 5, 2004, the Directors of Dominion had ordered all operations to cease and desist. These statements were all false and designed to forestall any civil action by Zuniga. The letterhead on the October 27, 2004, letter to Zuniga falsely purported to show that Dominion had a valid contractor’s license. Zuniga’s email was routed to a server in Canada. Additionally, Zuniga corresponded with Oliver via his [Craig@dominionbuild.com](mailto:Craig@dominionbuild.com) email account. No work was ever performed on Zuniga’s home by Oliver or Dominion.

18. As part of the scheme and artifice to defraud, Oliver entered into contracts with homeowners in Virginia and Maryland worth more than 5.9 million dollars. Oliver collected in excess of four million dollars in contract payments.

19. As a result of the scheme and artifice to defraud, over 68 homeowners lost

\$2,546,357.32.

20. It was further part of the scheme and artifice to defraud that Oliver used email, telephone, United States mail, and facsimile transmissions to conduct business and perform the daily business activities. Oliver's email address was Craig@dominionbuild.com.

21. On or about the listed date, within the Eastern District of Virginia and elsewhere, for the purpose of executing the above-described scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, Oliver knowingly caused to be transmitted by means of wire, radio and television communication in interstate commerce, certain writings, signs, signals, pictures and sounds as set forth in detail below:

<u>Count</u>	<u>Date</u>	<u>To/From</u>	<u>Description</u>
1	October 25, 2004	Reston, VA/Canada	Email

Respectfully submitted,

Paul J. McNulty  
United States Attorney

By: \_\_\_\_\_  
Robert C. Erickson  
Assistant United States Attorney

After consulting with my attorney and pursuant to the plea agreement entered into this



day between the defendant, Craig J. Oliver, and the United States, I hereby stipulate that the above Statement of Facts is true and accurate, and that had the matter proceeded to trial, the United States would have proved the same beyond a reasonable doubt.

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Craig J. Oliver  
Defendant

I am Craig J. Oliver's attorney. I have carefully reviewed the above Statement of Facts with him. To my knowledge, his decision to stipulate to these facts is an informed and voluntary one.

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Christopher Finch, Esquire  
Attorney for Defendant